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*Attorneys for Debtors
and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas & Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**SUPPLEMENTAL DECLARATION OF
GREGG M. FICKS IN SUPPORT OF
APPLICATION PURSUANT TO 11 U.S.C.
§ 327(e) AND FED. R. BANKR. P. 2014(a)
AND 2016 FOR ORDER AUTHORIZING
THE DEBTORS TO EMPLOY COBLENTZ
PATCH DUFFY & BASS LLP AS SPECIAL
COUNSEL *NUNC PRO TUNC* TO THE
PETITION DATE**

Date: July 9, 2019
Time: 9:30 a.m. (Pacific Time)
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

1 I, Gregg M. Ficks, declare:

2 1. I am a partner at the law firm of Coblenz Patch Duffy & Bass LLP (“**Coblenz**” or
3 the “**Firm**”), resident in Coblenz’s San Francisco office located at One Montgomery Street, Suite
4 3000, San Francisco, CA 94104. I am a member in good standing of the State Bar of California, and
5 of this Court. I submit this Supplemental Declaration in connection with the Application¹ of the
6 above-captioned debtors and debtors in possession (collectively, “**PG&E**” or the “**Debtors**”), for an
7 order, pursuant to section 327(e) of title 11 of the United States Code (the “**Bankruptcy Code**”) and
8 Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”),
9 approving the employment and retention of Coblenz as one of the Debtors’ special counsel
10 effective *nunc pro tunc* to January 29, 2019 (the “**Petition Date**”). Unless otherwise stated in this
11 Declaration, I have personal knowledge of the matters set forth herein.

12 2. I have reviewed the Objections and Joinder [Docket Nos. 2834, 2837, and 2841]
13 regarding the Application filed by the Official Committee of Tort Claimants (the “**TCC**”) and the
14 Plaintiffs’ Executive Committee appointed by the Alameda County Superior Court in Case No.
15 RG16843631 and related cases.

16 3. As I disclosed in my initial Declaration [Docket No. 2596] in support of the
17 Application:

18 Coblenz represents the City of Oakland, California (the “**City**”) in a
19 series of civil actions pending in Alameda County Superior Court
20 arising from the Ghost Ship fire, titled *Gregory et al. v. Chor Nar Siu*
21 *Ng, et al.* (Case No. RG 16843631 and related cases) (the “**Oakland**
22 **Warehouse Fire Litigation**”). Debtor Pacific Gas and Electric
23 Company is a co-defendant in the Oakland Warehouse Fire Litigation.
24 Should any adversity arise between the City and Debtor Pacific Gas
25 and Electric Company in the Oakland Warehouse Fire Litigation,
26 Coblenz will not advise or represent the City regarding any matters
27 for which any such adversity has arisen, and the City will need to rely
28 on other counsel to advise and represent it regarding any such matters
should it require counsel.

Declaration at page 7, line 27, through page 8, line 4.

4. While the City of Oakland and the Utility are both defendants in the Oakland

¹ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Application.

1 Warehouse Fire Litigation, they are not cross-defendants against each other. As indicated in my
2 initial Declaration (and consistent with the Utility's pre-petition written waiver regarding this issue),
3 should any adversity or conflict of interest arise between the Utility and the City of Oakland in the
4 Oakland Warehouse Fire Litigation, Coblenz would not advise or represent the City of Oakland
5 against the Utility in connection with any such matters for which they become adverse. Coblenz
6 also will not represent the Utility in connection with any such matters.

7 5. Statements in the Application and my initial Declaration indicating that the scope of
8 services Coblenz will provide to the Debtors during the course of these Chapter 11 Cases will
9 include "other legal services as requested by the Debtors during the pendency of their Chapter 11
10 Cases, to the extent Coblenz agrees to perform such work" as referenced in the TCC's Opposition,
11 do not mean, and were not intended to imply, that Coblenz will perform services for the Debtors in
12 connection with the Oakland Warehouse Fire Litigation. It will not. Further to the TCC's
13 comments, Coblenz confirms it will not represent the Debtors in matters relating to the Oakland
14 Warehouse Fire Litigation, including in connection with claims estimation and the claims process,
15 and it will not share with the Debtors any non-public information regarding the Oakland Warehouse
16 Fire Litigation that is not already in the Debtors' possession, custody, or control.

17 6. Coblenz represents Caymus Vineyards in matters that are unrelated to the Debtors
18 and these Chapter 11 Cases. Coblenz has not advised Caymus Vineyards regarding the Debtors and
19 these Chapter 11 Cases, and will continue to not advise Caymus Vineyards regarding such matters
20 during the course of Coblenz's employment as special counsel in these Chapter 11 Cases, if
21 Coblenz is so appointed.

22 7. Coblenz has, and has had, various "Lincoln" entity clients in matters that are
23 unrelated to the Debtors and these Chapter 11 Cases. Lincoln Partner Advisors LLC is not
24 Coblenz's client, and to the best of Coblenz's knowledge, has not been Coblenz's client in the
25 past. Coblenz does not advise, represent, or share information with Lincoln Partner Advisors LLC.

26 8. Based on the foregoing, and based on the contents of my initial Declaration, I believe
27 Coblenz is qualified to serve as special counsel to the Debtors under section 327(e) of the
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1 Bankruptcy Code and to be paid from these estates, that Coblenz's retention as special counsel in
2 connection with the matters described in the Application is in the best interest of the Debtors, the
3 estates, and their creditors, and that Coblenz's retention should be approved under section 327(e) of
4 the Bankruptcy Code.

5 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
6 and correct to the best of my knowledge, information, and belief.

7 Dated: July 8, 2019
8 San Francisco, California

/s/ Gregg M. Ficks

9 Gregg M. Ficks
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